

These General Terms & Conditions (“the Terms”) form a binding agreement between you and us which applies to your use of the Games or our Service in any way. For the avoidance of doubt, whilst some Games may bear resemblance to machines from real-world casinos, the Games do not offer real money gambling and the Service is intended for entertainment purposes only.

You must read these Terms carefully in their entirety **before checking the box for acceptance of these Terms**. By checking the box for acceptance during the registration process, or by accessing the Games or creating a User Account, you confirm that you have read and agree to be bound by these Terms.

The terms “you” and “user” shall refer to all individuals that access the Service. The terms “we” or “us” shall refer to [SweepstakesOnline.com](https://www.sweepstakesonline.com). You represent and warrant that you have the right, authority, and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms. These Terms also expressly incorporate our Privacy Policy available at [Privacy Policy](#). **It is important to note that these Terms contain clauses further to which you waive the right to pursue any class, group or collective claim and requiring you to pursue any and all claims past, pending or future between you and us through individual arbitration unless you opt out within the timeframe set out below in clause 15.**

## 1. Changes to Terms of Use

1.1. From time to time, we may need to modify or amend these Terms. If we do so, we will post any such modifications or changes on the Site and notify you.

1.2. You can also see when changes have been made by referring to the “Date of Last Update” and “Version” numbers at top of this page.

1.3. If you continue to use the Service following such a posting of changes, you will be deemed to have accepted any such changes.

1.4. If you have any questions about these Terms or our Privacy Policy, please contact customer support using the “Contact Us” link on the Site and filling in the form or by emailing [NGSweepsOnline@Gmail.com](mailto:NGSweepsOnline@Gmail.com).

## 2. License

2.1. Subject to your agreement and continuing compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable, license to access and use the Service, including Virtual Currency solely for your personal, private entertainment and no other reason.

2.2. These Terms do not grant you any right, title or interest in the Service.

2.3. You acknowledge and agree that your license to use the Service is limited by these Terms and if you do not agree to, or act in contravention of, these Terms, your license to use the Service may be immediately terminated.

2.4. Where the Service or any Game is deemed to be illegal under the laws of the jurisdiction in which you reside or are situated, you will not be granted any license to, and must refrain from accessing, the Service or relevant Game.

2.5. This Service is licensed, not sold, to you. You agree that we and our licensors own all rights, title and interest in and to the Service, including all intellectual property rights therein as further specified below in clause 10, and that we retain ownership of the Service even after installation on your device. You agree not to delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings which may appear on the Service.

2.6. Except as identified and specified in these Terms, you agree not to:

2.6.1. sell, rent, distribute, transfer, license, sub-license, lend or otherwise assign any rights of any part of the Service to any third party;

2.6.2. copy, modify, create derivative works of the Service (including but not limited to any software that forms part of the Service), including, without limitation, making adaptations or modifications to the Service;

2.6.3. reproduce the Service or any part in any form or by any means;

2.6.4. exploit the Service in any unauthorized way whatsoever, including without limitation, by trespass or burdening network capacity;

2.6.5. disassemble, decompile, reverse engineer, or attempt to derive the source code of the Service, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law;

2.6.6. make the Service available to multiple users by any means, including by uploading the Service to a file-sharing service or other type of hosting service or by otherwise making the Service available over a network where it could be used by multiple devices at the same time;

2.6.7. misrepresent the source of ownership of the Service;

2.6.8. scrape, build databases or otherwise create permanent copies of any content derived from the Service;

2.6.9. use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party.

3. Legality of the use of the Service

Your eligibility for continued use of the Service is contingent on your ongoing compliance with these Terms, in particular:

3.1. You are over 18 years of age or such higher minimum legal age of majority as stipulated in the jurisdiction of your residence and are, under the laws of the jurisdiction(s) applicable to you, legally allowed to participate in the Games and access the Service;

3.2. You understand and accept that we are unable to provide you with any legal advice or assurances and that it is your sole responsibility to ensure that at all times you comply with the laws that govern you and that you have the complete legal right to use the Service;

3.3. You will monitor your User Account and ensure that no child under the age of 18 can access the Service using your User Account. You accept full responsibility for any unauthorized use of the Service by minors and you acknowledge that you are responsible for any use of the Service, including use of your credit card or other payment instrument by minors;

3.4. You do not reside in and will not access the Games or Service from Washington State or Idaho State (USA);

3.5. You participate in the Games strictly in your personal capacity for recreational and entertainment purposes only;

3.6. All information that you provide to us during the term of validity of these Terms is true, complete and correct;

3.7. You will not be involved in any fraudulent or other unlawful activity in relation to your participation in any of the Games and you will not use any software-assisted methods or techniques (including but not limited to "bots" designed to play automatically) for your participation in any of the Games. We reserve the right to invalidate any participation in the event of such behavior;

3.8. in relation to the purchase of Virtual Currency, you must only use a valid Payment Mechanism which lawfully belongs to you.

#### 4. Your User Account

4.1. Only one User Account is permitted. In the event you open or try to open more than one User Account, all User Accounts you have opened or try to open may then be terminated or suspended.

4.2. If your User Account has become an Inactive Account, do not register a new User Account, contact customer support to have your account status updated.

4.3. You are required to keep your personal details up to date. If you change your address, email, phone number or any other contact details or personal information please contact customer support. The name that you provide to us at registration must match any identification you provide for your User Account verification.

4.4. You confirm that you will not share your User Account or password with another person or let anyone else access or use your User Account.

4.5. If you become aware that or have reasons to suspect that the security of your User Account may have been compromised, including loss, theft or unauthorized disclosure of your password and User Account details, you must notify us immediately.

4.6. You are responsible for maintaining the confidentiality of your User Account and accept responsibility for all uses of the User Account, including any purchases (whether or not authorized by you).

4.7. We reserve the right to deactivate your User Account if it is deemed to be an Inactive Account.

4.8. If you wish to close your User Account, you may do so at any time by contacting customer support. Closing your User Account will forfeit all continued access to and right to use, enjoy or benefit from any Virtual Currency associated with your User Account.

4.9. We reserve the right to refuse or close a User Account at our sole discretion.

4.10. You may close your User Account at any time by contacting customer support.

## 5. Games

5.1. Games offered on the Service may have their own rules which are available on the Service. It is your responsibility to read the rules of a Game before playing. You must familiarize yourself with the applicable terms of play and read the relevant rules before playing any Game.

## 6. Purchase of Virtual Currency

6.1. The name on your Payment Mechanism must match the name on your User Account. If it comes to our attention that the name you registered on your User Account and the name linked to your Payment Mechanism differ, your User Account, will be suspended, **you must promptly notify us if your Payment Mechanism is cancelled, lost or stolen or if the security of your Payment Mechanism has otherwise become compromised.**

6.2. The Virtual Currency is licensed, not sold to you. Virtual Currency may never be redeemed for actual monetary instruments, goods or other items of monetary value from us or any other party.

6.3. You will not sell, trade, redeem or otherwise transfer Virtual Currency to any person or entity, including (but not limited to) another user or any third party, or in any other way cash out or exchange the Virtual Currency for real money or for any real goods.

6.4. You acknowledge and agree that we may, from time to time and without notice, appoint one or more Payment Agents to process or make payments from or to you on our behalf.

6.5. If one or more of your Virtual Currency purchases is subject to a charge back request, your account will be suspended. In the event of any charge back on your account, the amount of the charge back will be a debt owed by you to us and you must immediately submit payment for such purchases through an alternative Payment Mechanism.

6.6. You agree that we and/or our Payment Agents appointed by us from time to time may store your Payment Mechanism details to process future purchases. By accepting these Terms, you authorize us and/or our Payment Agents to store your payment credentials in compliance with applicable payment processing regulations.

6.7. A Payment Agent will have the same rights, powers and privileges that we have under these Terms and will be entitled to exercise or enforce their rights, powers and privileges as our agent or in their own name. In no event will we be liable to you for any loss, damage or liability resulting from the Payment Agent's negligence and/or acts beyond the authority given by us.

6.8. You acknowledge, subject to mandatory legislation, that we are not obligated to provide any refunds for any reason.

6.9. You acknowledge and agree that all Virtual Currency will be forfeited, and you will not be entitled to receive money or other compensation for unused Virtual Currency when an account is terminated or suspended for any reason, regardless of whether such termination or suspension was voluntary or involuntary, or if we discontinue providing the service or any particular game.

6.10. All Virtual Currency purchases will be in USD.

6.11. When you purchase Virtual Currency, it will be added to your account instantaneously unless there is any delay due to situations outside our control such as poor internet connectivity, internet failure or electricity outages.

6.12. When you purchase Virtual Currency, it will appear on your statement as a purchase from "Sweeps Online".

6.13. When you purchase Virtual Currency, you will receive two confirmations: (i) an on-screen confirmation that the transaction has taken place; and (ii) an email to the email address on your account confirming that the transaction has taken place.

6.14. When you log into your account your Virtual Currency balance will be displayed in the upper Left-hand corner of your screen both on mobile and on desktop.

6.15. Our Customer Support can be reached twenty-four hours seven days a week via the Contact Us page by submitting a request form. The expected response time is as soon as possible but can take up to twelve (12) hours. For payment related queries please call +1 (817) 725-6097 which is also available twenty-four (24) hours a day seven days a week.

## 7. Complaints

7.1. If you have a complaint in relation to the Service, you may contact us by selecting the "Contact Us" link on the Site and filling in the form or by emailing [NGSweepsOnline@gmail.com](mailto:NGSweepsOnline@gmail.com).

7.2. Customer complaints/claims of any nature must be submitted for consideration within three (3) months of the issue giving rise to the complaint.

7.3. To protect your privacy, all email communications between you and us should be carried out using the email address that you used to register your User Account for the Service. Failure to do so may result in our response being delayed. The following information must be included in any written communication with us (including a complaint):

7.3.1. your userid;

7.3.2. your first and last name, as registered on your User Account;

7.3.3. detailed explanation of the complaint/claim;

7.3.4. any specific dates and times associated with the complaint/claim (if applicable).

7.4. Failure to submit a written communication with the information outlined above may result in a delay in our ability to identify and respond to your complaint/claim in a timely manner. Upon receipt, we will endeavor to reply to your communication within seventy-two (72) hours.

7.5. Further, best efforts will be made to resolve any complaint/claim promptly, if for some reason you are not satisfied with the resolution of your complaint/claim, you may pursue arbitration as set out below in clause 15.

## 8. Promotions

8.1. All promotions, contests, and special offers are subject to these Terms and any additional terms that may be published at the time of the promotion, contest or special offer.

8.2. In the event and to the extent of any conflict between these Terms and any promotion, contest or special offer-specific Terms, the promotion, contest or special offer-specific Terms will prevail.

8.3. Unless, expressly stated in any promotion, contest or special offer-specific Terms participation will be limited to one entry.

8.4. We reserve the right to withdraw or alter any such promotions without prior notice to you at our sole discretion.

8.5. We reserve the right at our sole discretion and without any requirement to give reasons to exclude you from any promotions, contests or special offers that are offered from time to time.

8.6. We reserve the right to exclude you from any promotions, contests or special offers if we believe that you have tried to enter by using more than one User Account or are otherwise engaging in any fraudulent or illegal activity (including participation that would be in breach of the law in your local jurisdiction), whether or not you would have or might have won but for such activity. Where multiple entries/accounts have been used, we reserve the right to suspend these accounts and withhold any promotional benefits.

8.7. You confirm that you grant us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way we see fit, and without further acknowledgement of you as the author, any content you post or publish as part of a promotion, contest or competition.

## 9. Verification

9.1. You acknowledge that we are entitled to conduct any verification checks (including but not limited to credit background checks) that we may reasonably require and/or that are required of us under applicable laws and regulations or by relevant regulatory authorities. You agree to comply with all verification checks in a timely manner.

9.2. Until all required verification checks are completed to our satisfaction, we may restrict your User Account.

9.3. The documents required may include identification documentation (including photo identification) including but not limited to a government issued identification document such as a passport or driver's license; a utility bill that matches the address registered on your User Account; and source of wealth or source of funds documentation such as a payslip or bank statement.

9.4. In the event that any verification check cannot be completed because you have failed to provide any document, we requested from you in the form that we require within 40 days from the date the document was first requested, then we may, in our sole discretion, deactivate or otherwise restrict your User Account.

9.5. You acknowledge and agree that we may use third party service providers to run external identification and other verification checks based on the information provided by you from time to time.

## 10. Intellectual Property

10.1. These Terms confer only the right to use the Service and they do not convey any rights of ownership in or to the Service.

10.2. All rights, title and interest, including without limitation any copyright, patent, trade secret or other intellectual property right in the Service will remain our sole property or where licensed from a third party their sole property.

10.3. Your use of the Games will not convey any ownership rights in the intellectual property to you. The titles, source and object codes, game client and server software, the "look and feel" of the Games, sounds, musical compositions, audio-visual effects, concepts and methods of operation, layout, text, data, User Accounts, themes, objects, characters and character likenesses, character names and character profile information, stories, dialogue, catch phrases, locations, artwork, animations files, images, graphics, documentation, gaming history and recording of game play, transcripts of any chat rooms, and moral rights, whether registered or not, and all applications related to the above will remain vested in us or any third party supplier of the Games.

10.4. Notwithstanding, anything to the contrary in these terms, you acknowledge and agree that you shall have no ownership or other property interest in the User Account, and you further acknowledge and agree that all rights in and to the user account are and shall forever be owned by and inure to the benefit of us.

## 11. Responsibility for User Generated Content



11.1. You are responsible for complying with all laws applicable to your User Content. You agree not to submit to the Service, or send to other users of the Service, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, illegal material or any material that infringes or violates another party's rights.

11.2. You will not provide inaccurate, misleading or false information to us or to any other user of the Service. If information provided to us, or another user of the Service, subsequently becomes inaccurate, misleading or false, you will notify us of such change immediately.

11.3. We may, in our sole discretion, delete any User Content without notice but are under no obligation to do so. We have no responsibility for the conduct of any user in the Service, including any User Content submitted in the Service. We assume no responsibility for monitoring the Service for inappropriate content or conduct. Your use of the Service is at your own risk.

11.4. You hereby grant us the sole and exclusive, irrevocable, sub-licensable, transferable, worldwide, royalty-free license to reproduce, modify, create derivative works from, publish, distribute, sell, transfer, transmit, publicly display and use any User Content and to incorporate the same in other works in any form, media, or technology now known or later developed.

11.5. You further hereby grant to us the unconditional, right to use and exploit your name, likeness and any other information or material included in any User Content and in connection with any User Content or your User Account, without any obligation to you. You waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner except as prohibited by law.

11.6. You acknowledge and agree that all User Content whether publicly posted or privately transmitted to the Service is at your sole responsibility and risk. We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Service.

11.7. Prohibited Content; User Content that is prohibited in the Service includes, but is not limited to:

11.7.1. User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

11.7.2. Harassing User Content;

11.7.3. User Content of a sexual or offensive nature;

11.7.4. User Content that promotes terrorism or religious hatred;

11.7.5. User Content that promotes illegal activities or conduct that is abusive, threatening, obscene or defamatory;

11.7.6. User Content of commercial nature without authorization from us; or

11.7.7. Content promoting the services of another business or competitor.

11.8. If you see any material in the Service that in your belief is offensive, hateful, harassing or that you otherwise think is prohibited, you may notify us by contacting us at [NGSweepsOnline@gmail.com](mailto:NGSweepsOnline@gmail.com).

## 12. Third Party Websites & Content

12.1. The Service may contain links to content owned and/or operated by third parties, for instance third parties who may invite you to participate in promotional offers or rewards programs or third-party advertisers or payment providers. Any separate charges or obligations that you may incur in your dealings with these third parties are your sole responsibility. We are not responsible for any such third-party services or content and do not have control over any materials made available therein.

12.2. Our inclusion of a link to a third-party website, services or content in the Service does not imply our endorsement, advertising, or promotion of such websites, services or content or any materials available and we make no guarantee as to the content, functionality, or accuracy of any third-party website.

12.3. By accessing a third-party website, services or content you accept that we do not exercise any control over such websites, services or content and have no responsibility for them. The third-party sites may collect data or solicit personal information from you. We are not responsible for privacy policies, or for the collection, use or disclosure of any information those sites may collect. It is always best to read and understand the terms of service and privacy policy applicable to any third-party website, services or content you may access.

12.4. We do not endorse, do not assume and will not have any liability or responsibility to you or any other person for any third-party products, services, materials or websites. Please note that the relevant third party is fully responsible for all goods and services it provides to you and for any and all damages, claims, liabilities and costs it may cause you to suffer, directly or indirectly, in full or in part.

12.5. If you use third party social networking websites to discuss the Service such as Facebook® and Twitter®, you acknowledge and agree that:

a) any content that you post on such social networking sites are subject to the relevant terms and conditions of that website;

b) you will not post any comments that are false, misleading or deceptive or defamatory to us, our employees, agents, officers or other Players; and

c) we are not responsible or liable for any comments or content that you or others post on social networking sites.

### 13. Disruptions, Errors & Omissions

**13.1. The Service is provided on an “as is” basis and to the fullest extent permitted by law, we make no warranties or representations, whether express or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement.**

**13.2. We are not liable for any downtime, server disruptions, errors, lagging, or any technical or political disturbance to the Service or Games, nor attempts by you to participate by methods, means or ways not intended by us.**

13.3. We accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with any Service including, without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person’s misuse of a Service or any errors or omissions in the Service.

13.4. In the event of a Service system malfunction then all Game play on the Service will be void.

13.5. In the event of an error or malfunction in a Game, then all Game play resulting from the error or malfunction will be voided.

13.6. We reserve the right to remove any part of the Games from the Service at any time. Any part of the Games that indicate incorrect behavior affecting, game data, Virtual Currency balances, balances or other balances, that may be due to misconfiguration or a bug, will be cancelled and removed from the Service. Player balances and account details may be altered by us in such cases in order to correct any mistake.

13.7. We may temporarily suspend the whole or any part of the Service for any reason at our sole discretion. We may, but will not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after such temporary suspension.

13.8. We reserve the right to declare participation in a Game void, partially or in full, if, in our sole discretion, we deem it obvious that there was an error, mistake, misprint or technical error on the pay-table, win-table, minimum or maximum stakes, odds or software.

13.8. If you are incorrectly awarded any Virtual Currency as a result of (a) any human error; (b) any bug, defect or error in the Service; or (c) the failure of any

Games to operate in accordance with the rules of the relevant game, then we will not be liable to award you any such Virtual Currency and you agree that any such Virtual Currency that have been awarded in error to your User Account will be voided.

13.9. In the event of a discrepancy between the result showing on a user's device and the server software, the result showing on the server software will be the official and governing result.

#### 14. Indemnity and Limitation of liability

14.1. To the maximum extent permitted by applicable law, we and our subsidiaries, affiliates, officers, employees, agents, partners and licensors will not be liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, personal injury or property damage, loss of data, loss of use, loss of anticipated savings, accrued but wasted expenditure, cost of procurement of substitute goods or services, loss of good-will, or other intangible losses, resulting from:

14.1.1. your access to or use of or inability to access or use the service;

14.1.2. any conduct or content of any third party on the service, including without limitation any content, products or services provided by any advertisers, affiliate advertising networks, rewards program operators or payment providers we may cooperate with or any other users of the service;

14.1.3. any content and/or information obtained from the service or reliance upon the service or any part thereof;

14.1.4. unauthorized access or use or alteration of any material or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we knew of or ought to have known of the possibility of such damages.

14.2. In some jurisdictions the applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Nothing in these terms removes or supersedes your rights as a consumer based on mandatory provisions of law.

14.3. We are not under any circumstances liable for any damages, claims, liabilities or costs that you may incur or suffer in connection with any content, products or services offered by any third parties we cooperate with.

14.4. You waive and release us and our subsidiaries, affiliates, partners, officers, directors, employees and agents from any liabilities arising from or related to any act or omission of such third parties in connection with your use of the service.

14.5. You agree to indemnify and hold us harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your use of or access to the Service, your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

14.6. Nothing in these terms will operate so as to exclude our liability for death or personal physical injury that is directly and proximately caused by our negligence or willful misconduct.

15. Dispute resolution and agreement to arbitrate

**15.1. Please read this clause carefully as it requires you to arbitrate certain disputes and claims on an individual basis and limits the manner in which you can seek relief from us. This clause will be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these terms.**

**15.2. By agreeing to these Terms, you agree that all Claims pursued against us will be on an individual basis. Accordingly, you hereby waive your right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other. You agree that any claim by or against us shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person or entity's claim, except as otherwise agreed to in writing by you and us.**

15.3. We both agree to arbitrate. By agreeing to these Terms, both you and us agree to resolve any Disputes through final and binding arbitration.

15.4. Opt-out of Agreement to Arbitrate. You may decline this agreement to arbitrate by contacting us within 30 days of first accepting these Terms. Your email must include your first and last name and a statement that you decline this arbitration clause. By opting out of this clause, you will not be precluded from using the Service, but neither you nor us will be able to invoke the mutual agreement to arbitrate to resolve Disputes. Whether to agree to arbitration is an important decision. It is your decision to make and you rely solely on the information provided in these Terms. You should take reasonable steps to conduct further research and, if you wish, to consult with counsel of your choice.

15.5. The American Arbitration Association (AAA) will administer the arbitration. The arbitration will proceed on an individual basis and will be handled by a sole arbitrator in accordance with the AAA Rules.

15.6. The AAA rules will govern payment of all arbitration fees and except as otherwise may be required by the AAA Rules, the arbitration will be held in New York, New York, or, at your election, conducted via telephone or other remote electronic means.

15.7. We both agree that the arbitration of a Dispute will proceed on an individual basis and neither you nor us may bring a claim as a Collective Action.

## 16. Waiver of Class Action

**16.1. To the maximum extent permitted by applicable law, whether the dispute is heard in arbitration or in court, neither you nor us will be entitled to consolidate, join or coordinate disputes with or involving other individuals or entities, or participate in any collective action (as defined above) or arbitrate or litigate any dispute in a representative capacity, including as a representative member of a class or in a private attorney general capacity. In connection with any dispute (as defined above), all such rights are expressly and unconditionally waived. Notwithstanding, anything to the contrary in these terms, in the event all or any portion of clauses 15 are found to be invalid or less than fully enforceable, then the entirety of this clause 16 may be deemed void and as having no effect upon either your or our election.**

## 17. Miscellaneous

**17.1. Entire Agreement.** These Terms constitute the entire agreement between you and us with respect to your use of the Service and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to your participation.

**17.2. Amendments.** We reserve the right to amend these Terms, or to implement or amend any procedures, at any time. Any amendments will be published on the Service and such changes will be binding and effective immediately.

**17.3. Tax.** You are solely responsible for any taxes which apply to your use of the Service.

**17.4. Force Majeure.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside of our reasonable control.

**17.5. Severability.** In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.

17.6. **Assignment.** These Terms are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to you.

17.7. **Entire Agreement.** These Terms contain the entire understanding between you and us, and supersede all prior understandings between you and us relating to the subject matter.

17.8. **Business Transfers.** In the event we undergo a change of control, merger, acquisition, or sale of assets, your User Account and associated data may be part of the assets transferred to the purchaser or acquiring party.

17.9. **Waiver.** Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future.

## 18. Applicable Law and Jurisdiction

18.1. These Terms will be governed, and interpreted in accordance with, the laws of New York, without regard for its choice of conflict of law principles.

18.2. Subject to clause 15, the parties agree that any dispute, controversy, or claim arising out of or in connection with these Terms, or the breach, termination or invalidity of these Terms, will be submitted exclusively to the courts in New York, and you and we consent to the venue and personal jurisdiction of those courts. Notwithstanding the foregoing, any motion to compel arbitration or to enforce an arbitral award issued hereunder may be brought before any court of competent jurisdiction.

## Definitions

**Games** means the play for fun games available on the Site.

**Virtual Currency** means the virtual social gaming currency which enables you to play the Games. Virtual Currency has no monetary value and cannot under any circumstance be redeemed for cash.

**Inactive Account** means a User Account which has not recorded any log in or log out for a period of ninety (90) days or more.

**Payment Agent** means any member of our group, or any third-party entity employed by us to process payments in relation to the Service.

**Payment Mechanism** means any card, online wallet, financial/bank account or other Payment Mechanism used to purchase Virtual Currency.

**Player** means any person who Participates in the Service.

**Service** means the Games, the Site and other products, mobile applications, services and websites.

**Site** means SweepstakesOnline.com and its subdomains and further successors in title to SweepstakesOnline.com

**Third Party Website** means a third-party website not controlled by us.

**User Account** means an account held by a Player.

**User Content** means any text, communications, images, and other data, information and content that you submit in the Service, or transmit to other users of the Service.